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CURRENT TOPICS.

SEVERAL TIMES lately metropolitan police magistrates have had brought before them the subject of the indemnification of bail. The subject will probably be discussed soon at the Central Criminal Court, but of course it is not intended to allude specifically to any case still *sub judice*. Now it is well established that a defendant who is committed for trial on bail is committed to the custody of his bail. The sureties are answerable for his appearance to stand his trial, and if they have reason to suspect that he intends to abscond, they may arrest him and take him before a magistrate, who will commit him to prison, or, perhaps, require him to find other or increased bail. In granting bail it is for the magistrate to consider whether the proposed sureties are quite independent or whether they have been indemnified by the defendant or any other person. Of course, if they have been indemnified they should not be accepted, for then a man with sufficient command of money could leave the country and avoid his trial with impunity. Indemnification, moreover, is certainly illegal. In *Herman* v. *Jeuchner* (33 W. R. 606, 15 Q. B. D. 561) the defendant became surety for the good behaviour of the plaintiff on condition that the plaintiff deposited with him the amount of money for which he was liable in case the plaintiff made default. The plaintiff then brought an action to recover the sum deposited. It was, however, held by the Court of Appeal that the contract was illegal and that no action lay to recover the sum which had been deposited. BRETT, M.R., said: "When a man is ordered to find bail, and a surety becomes responsible for him, the surety is bound at his peril to see that his principal obeys the order of the court—at least, this is the rule in the criminal law; but if money to the amount for which the surety is bound is deposited with him as an indemnity against any loss which he may sustain by reason of his principal's conduct, the surety has no interest in taking care that the condition of the recognizance is performed. Therefore, the contract between the plaintiff and the defendant is tainted with illegality." The agreement to indemnify being therefore illegal, it is necessary to consider the nature of the object of the agreement. It is clear that the object is to defeat the ends of justice. Hence the agreement amounts to a criminal conspiracy, and an indictment lies for the conspiracy against the bail and the accused. It does not appear that such an indictment has ever in fact been found or tried, but it seems clear that it will lie. Anyhow, the indemnification of bail is most mischievous and should be put down with a strong hand. It will be of great advantage if the publicity of a trial brings to

notice the fact, of which many persons are no doubt ignorant, that it is dangerous to become bail on such terms.

An interesting question as to the right of an arbitrator to recover remuneration for his services was raised in *Tuckett* v. *Isle of Thanet, &c., Co.*, decided by Jelf, J., at the end of last sittings. The arbitration related to the compensation to be paid by the defendant company for the taking of certain lands under the Lands Clauses Acts. The plaintiff held the arbitration and made his award, but it was not taken up by either party, the company having (after the arbitration) agreed with the landowner to purchase at a stated price and to bear the expenses of the arbitration. There was no express agreement between the company and the plaintiff as to the payment of the latter's fees, and the defence raised was that, in the absence of an express agreement, no action would lie. Considerable authority for this proposition is to be found in the older reports; thus in *Virany* v. *Warne* (1801, 4 Esp. 46) Lord Kenyon nonsuited the plaintiff, the executrix of the arbitrator, saying that she "was not entitled to recover anything, unless she could prove an express promise." This strict view appears to have been gradually modified by the courts as arbitrations became more prevalent; thus, fifty years later, Parke, B., in *Re Coombs* (4 Ex. 841), said that an arbitrator "no doubt has a lien upon the award for his services, or perhaps he might maintain an action for work or labour." In 1887 A. L. Smith, J., reviewed the aboveand other cases in *Crampton* v. *Ridley* (20 Q. B. D. 48); in the case before him (a case of an arbitration in a mercantile dispute) he held that there was ample evidence of an express promise to pay, but he ventured the opinion that "if the point now in hand ever comes to be decided by a court of review, if that be necessary, it will be held, and I believe the law to be, that upon an arbitration such as we are now dealing with, there is an implied promise by the parties appointing the arbitrators and umpire jointly to pay them for their services." It is to be observed that these remarks were *obiter* only, although made after a consideration of the earlier authorities; but the views so expressed by A. L. Smith, J., have been adopted by Lawrance, J., in *Willis* v. *Wakeley* (7 Times L. R. 604), and by Jelf, J., in *Tuckett* v. *Isle of Thanet Co.* These authorities cannot be said to be conclusive on the point, but it is not probable that they would be set aside should the question come before the Court of Appeal. An arbitrator ought to have a right of action founded on an implied promise to pay him for his services, and ought not to be left to the very inadequate remedy of his lien on the award which may never be taken up.

The question whether a particular mercantile document is negotiable, so that the legal right to the property secured by it passes by its delivery, is always of interest to the large class of persons who make what are called "produce loans," or loans on the security of goods imported by English merchants. The case of *Gilbertson & Co.* v. *Anderson & Coltman (Limited), W. L. Chadwick & Co., and Parr's Bank (Limited)*, recently tried before Mr. Justice Wills at the Liverpool Assizes, turned on the nature of delivery orders and on the question whether by custom or usage they had in the particular case assumed the character of negotiable instruments. Bankers and commercial men are often requested to make advances on the security of merchandize, and though it has always been objected that mercantile commodities are not liquid assets—that is to say, that they are not readily convertible into money—and therefore are an unsuitable security for a banker, yet these advances are constantly made, for the banker has a difficulty in rejecting such applications when they are made by customers who have current accounts with him. In the case of persons other than bankers, there is likely to be less caution on the part of the lender than when the loan is made by a banker. A delivery order for goods authorizes the holder or indorsee to receive certain goods standing to the order, and in the name, of the issuer at a specified warehouse or place. There is some resemblance between a delivery order and a cheque; in fact practically a cheque is a delivery order for money. In the case before Wills, J., the principal defendants, Anderson & Coltman, were the consignees of certain cases of tinned salmon to arrive at Liverpool, and they had sold this salmon to the defendants Chadwick & Co. The vessel by which the salmon was conveyed met with bad weather and some three per cent. of her cargo was jettisoned, but in April, 1901, she arrived in Liverpool. It then appeared that the bills of lading had been pledged with the defendants, Parr's Bank. These bills of lading described the salmon by certain marks on the cases of which no mention was made in the contract of sale, which had been made before the goods were shipped. By mistake, the bills of lading represented 1,000 cases marked C.B.C. to have been shipped, whereas only 500 C.B.C. were in fact shipped, and *vice versâ* 500 less B.C. to have been shipped than were in fact shipped. The defendants Anderson & Coltman, the vendors of the salmon, issued to the defendants Chadwick & Co., the purchasers, a delivery order (on which the case turned) addressed to the master porter of the vessel: "Please to deliver to Messrs. Chadwick & Co. the undermentioned goods." Then followed the marks copied from the bills of lading. As the goods were pledged at the defendants' bank, their authority to the master-porter to deliver was necessary, and was given by the name of the bank being stamped across the face of the delivery order.

The vendees, the defendants Chadwick & Co., having obtained this delivery order, endorsed it to the plaintiffs in consideration of a loan of £2,450. With the money thus borrowed, Chadwick & Co. paid part of the price to the vendors, and the goods were discharged, when the deficiency or "shortage" in the quantities specified in the bill of lading was discovered. This deficiency was adjusted between the vendors and vendees under a provision in the contract by which in the event of total loss, the contract was to be *pro tanto* cancelled. Chadwick & Co., the vendees and borrowers from the plaintiffs, being in insolvent circumstances, the plaintiffs brought this action on the delivery order to recover the amount of the deficiency in the goods, their advance being to this extent unsecured. They argued that the delivery order was, as against Anderson & Coltman, who had issued it, a representation that the goods enumerated in it were in the master porter's hands to their order, and that this representation enured for the benefit of anyone into whose hands the order might come; and, secondly, that by the usage of trade (of which they adduced evidence) a delivery order was in effect a negotiable instrument, passing by indorsement from hand to hand, and giving a right of action by the plaintiffs, the indorsees, against Anderson & Coltman, the makers and indorsers, and Parr's Bank, the second indorsers. The learned judge, in a carefully-written judgment, expressed his opinion that no right of action, except as between the immediate transferor and the plaintiffs, attached to the document. The delivery order in question bore no analogy to a delivery order issued by a wharfinger or warehouseman. It bore no authentication by the master porter or other person who held the goods, and though evidence was given of occasional instances of advances upon delivery orders without verification or attornment by warehouse keeper or master porter, yet no instance was given of a claim by the indorsee of such a delivery order arising out of shortage against anybody but his immediate transferor. Other points were dealt with, to which it is unnecessary to refer, but we think it sufficiently appears that the decision will be considered with interest by the commercial world.

A very interesting discussion of the meaning of section 20 of the Bills of Exchange Act, 1882, is contained in the judgment of the Divisional Court (Lord Alverstone, C.J., and Darling and Channell, JJ.), delivered by Channell, J., in *Hurdman* v. *Wheeler* (*ante*, p. 139). The section provides for the case of delivery of a signature on blank stamped paper, and it is enacted by sub-section 1 that the delivery shall operate as a *primâ facie* authority to fill up the paper as a complete bill for any amount the stamp will cover. Then sub-section 2 declares that, for the bill to be enforceable against the person signing, it must be filled up within a reasonable time, "and strictly in accordance with the authority given." This, however, is immediately followed by the

proviso that "if any such instrument after completion is negotiated to a holder in due course it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly in accordance with the authority given." Thus before negotiation the ordinary common law rule applies, and if the bill has been completed in violation of the authority given by the person signing, it does not bind him; but after negotiation the apparent authority conferred by his signature estops him. The case in question turned upon the point whether there had been negotiation of the bill. A., who wanted to borrow £15, gave his blank signature, stamped up to £75, to B., expecting that B. would fill up the paper as a promissory note for that amount in his own favour and then use it to borrow the money from C. In fact B. filled it up for £30 in favour of C., who gave in exchange for it his cheque for £25, and the £25 was misappropriated by B., who shortly after died. C. then sued A. on the note, but since it had been filled up against A.'s authority, he could only succeed by shewing that after completion it had been "negotiated to a holder in due course." The difficulty was that C. was himself the payee, and assuming that a payee may be a holder in due course—a point not altogether clear—there had been no negotiation of the note in the ordinary sense. This requires that it shall have passed from one holder to another. And, as the court decided, such transfer is essential to negotiation for the purposes of the Bills of Exchange Act. "A bill is negotiated," says section 31, "when it is transferred from one person to another in such a manner as to constitute the transferee the holder of the bill." In the present case C. was an original party to the note and did not take it by negotiation, and he had consequently to bear the loss caused by B.'s fraud.

A DECISION of great interest was given at the close of the last sittings by the Court of Appeal (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) in *The Winkfield* (reported elsewhere), with respect to the right of a bailee to sue for a tort in respect of the thing bailed. It has sometimes been supposed that the right of a bailee to sue is based upon his liability to be sued by the bailor, and expression was given to this view in the decision of the Divisional Court (HAWKINS and WILLS, JJ.) in *Claridge* v. *South Staffordshire Tramway Co.* (1892, 1 Q. B. 422). The point forms the subject of an interesting historical disquisition by Chief Justice HOLMES in what the Master of the Rolls well describes as his admirable lectures on the common law. It is there suggested that in early procedure when chattels were wrongfully taken from a bailee, the bailee, as being in possession, was the only person who could sue. The action was founded on possession and not on title. And since the bailee had the right of action he was answerable to the bailor for what he might recover. This argument, however, seems to have got inverted, and it was said that the bailee could sue because he was answerable to the bailor (Holmes' Common Law, p. 170), though subsequently the bailor obtained the right to sue as well. It was an easy deduction that, where the bailee was under no liability to the bailor, the ground of his own action was gone, and hence in such a case he could not sue the wrongdoer. Accordingly, in *Claridge* v. *South Staffordshire Tramway Co.* a bailee who was under no liability to his bailor was refused a right of action for injury to the chattel caused by the negligence of a third party. "There are many cases, no doubt," said WILLS, J., "where a bailee in possession of a chattel has recovered, against a stranger wrongfully taking it out of his possession or destroying it, the full value. This might well be the case if the bailee was liable over to the bailor, or if no one but the bailee were in a position to sue." But the common law rule, so the Court of Appeal have now held, is not based upon this inversion of the original rule, but upon the original rule itself. The bailee, by virtue of his possession, has a right to sue the wrongdoer and to recover full damages, though, save so far as these represent an injury to his own interest in the chattel, he must account for them to the bailor, who, after the bailee has sued, cannot bring a further action. This, indeed, is only putting the bailee in as good a position as a finder, for ever since *Armory* v. *Delamirie* (1 Str. 505) it has been settled law that a finder has a title which he can assert against all the world except the true owner. In *The Winkfield* it had been held by Sir FRANCIS JEUNE (49 W. R. 685), on the authority of *Claridge's case*, that the Postmaster-General had no action for injuries to letters and parcels in his custody, since he was under no liability to the owners. *Claridge's case*, however, has now been overruled, and the right of the Postmaster-General to sue allowed.

WHERE under a will the same people are constituted both executors and trustees, it is frequently a matter of difficulty to determine when their functions as executors are replaced by their functions as trustees. But since the duties of an executor are in general confined to the getting in of the estate and the payment of debts and legacies, as soon as money has been appropriated for a legacy bequeathed in trust, the executors, as regards such money, become trustees: *Phillip* v. *Munnings* (2 My. & C. 309). In the recent case of *Re Timmis* (*ante*, p. 122) a different period of limitation was applicable in favour of persons who were executors and trustees according to the capacity in which they were to be regarded. A testator, who died in 1857, bequeathed his residuary personal estate to his executors X., Y., and Z. on trust to set aside a sum to produce an annuity of £120 a year for his wife, and on her death the principal was to go in fourth shares among his children, one share to be held for his daughter A. for life and then for her children. A sum was set aside to meet the annuity, which was enjoyed by the widow till her death in 1873. The principal sum was then divided among the four children, and A.'s share was paid to her absolutely instead of being retained in settlement. A. died in 1892 leaving children, but her share of the fund had disappeared. If X., Y., and Z. were still executors in respect of this fourth share it seems that a right of action against them accrued to A.'s children in 1892, which, under section 8 of the Real Property Limitation Act, 1874, would only be barred in twelve years. The six years which in general bars actions against trustees for breaches of trust under section 8 of the Trustee Act, 1888, only applies in the absence of any other limitation. On the other hand if the share had ceased to be a legacy, and was simply a sum held by trustees, six years from 1892 would be an effectual bar, there being no charge of fraud against the trustees, and the money not having been retained by them. Under the circumstances KEKEWICH, J., naturally held that the executors had ceased to hold the money as such and had begun to hold it as trustees long before 1892, so that they were protected by the statute. It would seem, indeed, that the trusteeship must have arisen as soon as the fund was appropriated to answer the annuity, though it was unnecessary to carry the matter so far back.

"WILFUL DEFAULT" AND PAYMENT OF INTEREST.

WHEN the courts decided that a condition of sale binding a purchaser of land to pay interest on the purchase-money from the day of completion, unless delay arose from the wilful default of the vendor, was to be strictly enforced against the purchaser, it was inevitable that questions should frequently arise as to what conduct on the part of the vendor amounted to wilful default, and the reports shew a goodly array of cases on the subject. To these has now been added the interesting decision of BUCKLEY, J., in *Bennett* v. *Stone* (*ante*, p. 151, 50 W. R. 118). Originally the question of the construction of the condition, either in the form just stated, or in a form which bound the purchaser to pay interest in case of any delay however occasioned, was treated with the literal strictness which now prevails. It is true that even in the latter form it did not allow the vendor wilfully to obstruct the sale and then charge interest against the purchaser (see Dart's Vend. and Purch. (6th ed.), p. 720), so that practically the two forms of condition were very much the same. But subject to this, the burden of delay was thrown upon the purchaser. Thus in *Esdaile* v. *Stephenson* (1 S. & St. 122) LEACH, V.C., held that a condition providing for payment of interest after a fixed day was binding on the purchaser, and he

could not avoid it by shewing that the delay was due to the vendor. A protest against this construction was made by Lord COTTENHAM, L.C., in *De Visme* v. *De Visme* (1 Mac. & G. 336), where interest was to run from the day fixed for completion "from whatever cause the delay might have arisen." The delay had in fact been caused by the vendor not delivering an abstract at the proper time, and the Lord Chancellor held that the parties must be taken to have intended that interest should only run from the time when a good title had been shewn, or at anyrate that, if interest ran in favour of the vendor, there was a corresponding right to compensation on account of the delay in favour of the purchaser.

But though, where the abstract is not delivered at the right date, the purchaser may be allowed an extension of time for completion so as to postpone the date from which interest runs (see *Sherwin* v. *Shakspear*, 5 D. M. & G. 517, at p. 536), yet Lord COTTENHAM'S free treatment of the condition has not been followed in cases where the delay has arisen from the state of the title, and, provided it is not due to the wilful default of the vendor, the purchaser will be charged with interest: *Sherwin* v. *Shakspear* (*supra*). Thus in *Williams* v. *Glenton* (L. R. 1 Ch. 200), where interest was to be payable if the completion was delayed "from any cause whatever," and upon a sale of a moiety of an estate delay was occasioned by the owner of the other moiety setting up a claim to the whole, it was held that the purchaser must pay interest according to the contract. The mere existence of difficulties of title which justify a purchaser in not completing do not exempt him from the clause relating to interest.

When the clause stipulates for payment of interest if the delay in completion arises from any cause other than the "wilful default" of the vendor, it emphasises the view that wilful default is to be the only ground on which the purchaser can escape, and it becomes essential to determine what conduct on the part of the vendor falls within this expression. A useful exposition of the analogous term "wilful misconduct" was given by Lord BRAMWELL in *Lewis* v. *Great Western Railway Co.* (26 W. R. 255, 3 Q. B. D. 195), where the company were exempted from liability except for loss arising "from wilful misconduct on the part of the company's servants." "'Wilful misconduct,'" said Lord BRAMWELL, "means misconduct to which the will is a party, something opposed to accident or negligence; the misconduct, not the conduct, must be wilful." And an exposition of the term "wilful default" was given by BOWEN, L.J., in *Re Young and Harston's Contract* (34 W. R. 84, 31 Ch. D. 168, at p. 174). Default, he pointed out, is a purely relative term, just like negligence. "It means nothing more, nothing less, than not doing what is reasonable under the circumstances—not doing something which you ought to do having regard to the relations which you occupy towards the other persons interested in the transaction." And "wilful," he continued, merely means "that the person of whose act or default the expression is used is a free agent, and that what has been done arises from the spontaneous action of his will. It amounts to nothing more than this, that he knows what he is doing, and intends to do what he is doing, and is a free agent." In *Re Mayor of London and Tubbs' Contract* (38 SOLICITORS' JOURNAL 476; 1894, 2 Ch. 524) LINDLEY, L.J., thought it might be necessary to explain this by pointing out that the observations of BOWEN, L.J., presupposed knowledge of what was done and intention to do it. He was not addressing himself to a case of honest mistake or oversight.

But in dealing with an expression like "wilful default" concrete instances are more informing than abstract definitions. In *Re Young and Harston's Contract* (*supra*) the delay was occasioned because the vendor went abroad for his autumn holiday just before the day fixed for completion. There would in any case have been a delay of a fortnight in consequence of its being necessary to procure execution of the conveyance by mortgagees. It was held that the delay in excess of the fortnight was due to wilful default. "Where a man," said Sir J. HANNEN, "knowing that some act has to be done by him on the particular day, goes away in disregard of that obligation, he is guilty of default; and doing it intentionally, it is wilful within the terms of a contract of this kind." Another example of wilful default is afforded by *Re Hetling and Merton's Contract* (42 W. R. 19; 1893, 3 Ch. 269). Property was to be sold free from incumbrances. One of the incumbrancers was a trustee who had left the country some time previously, but before going he had executed a general power of attorney. The vendors relied on this power and produced a conveyance executed by the trustee's attorney, but the purchaser declined to complete without a conveyance executed by the trustee himself. It was held that the delay occasioned by obtaining this execution was due to the wilful default of the vendors. The decision is a strong one, as it assumes that the vendors must have known of the uselessness of the power of attorney for the particular transaction, though this may well have been overlooked. According to the judgment of LINDLEY, L.J., a vendor is guilty of wilful default, if he knows the material facts, and that there are difficulties to overcome which he may not be able to overcome by the day fixed for completion. "The vendors here knew all the facts; but they hoped that the power of attorney would enable them to remove the difficulty occasioned by the facts with which they were fully acquainted. This hope and the mistake they made are not enough to enable the court to hold that there was no wilful default on their part." The case of *Re Wilson and Stevens' Contract* (48 W. R. 23; 1894, 3 Ch. 546) was similar. A vendor of copyhold property had never been admitted, and he did not procure himself to be admitted until after the time fixed for completion. This was clearly a case within the principle enunciated by Lord LINDLEY, and NORTH, J., held that the vendor's conduct amounted to wilful default.

On the other hand it has been held that there was no wilful default in *Re Mayor of London and Tubbs' Contract* (*supra*), in *North* v. *Percival* (46 W. R. 552; 1892, 2 Ch. 128), in *Re Woods and Lewis's Contract* (46 W. R. 643; 1898, 2 Ch. 211), and in the present case of *Bennett* v. *Stone* (*supra*). In the first of these cases property was offered under conditions which implied that the whole was held under the same title. Upon delivery of the abstract this was seen to be erroneous. Part held under a different title was not included and a further abstract had to be delivered. LINDLEY and LOPES, L.JJ. (KAY, L.J., *diss.*), held that, assuming the delay to be due to this circumstance (which was doubtful), there was no wilful default on the part of the vendors. The attention of the solicitors had not been called to the existence of the two titles, and the error was due to honest oversight. There had been a default, but the default was not wilful. In *North* v. *Percival* the vendor required the purchasers to take a greater quantity of land than that mentioned in the contract, and on their refusal repudiated the contract. The purchasers obtained judgment for specific performance, but it was held that there had not been wilful default by the vendors. Apparently they had acted under a mistake as to their rights. In *Re Woods and Lewis's Contract* the delay was caused by a slight technical defect in the title, and here again the vendor was held to be entitled to interest. He could only have discovered and provided against the objection by exceptional diligence, and his omission to do so was not wilful default.

The point in *Bennett* v. *Stone* was somewhat different from any which had previously arisen. The draft conveyance furnished by the purchaser contained words securing to him the benefit of certain covenants which existed with respect to the land. The vendors inserted words restrictive of the assurance of such benefit. The purchaser objected to the alteration, and it was ultimately held that the alteration was improper and the purchaser obtained judgment for specific performance. But upon the question of interest, BUCKLEY, J., held that there had been no wilful default by the vendors. An attempt was made to shew that the cases in which the vendor had succeeded were confined to questions where the delay arose on the title, and that the question of the proper form of the conveyance was governed by considerations similar to those in *Re Young and Harston's Contract* and *Re Hetling and Merton's Contract* (*supra*). The difficulty was entirely one created by the vendors. Butw hilet his was certainly the case, it was a difficulty arising in the course of an honest assertion of right on the part of the vendors, and hence they were not chargeable with wilful default. The condition, therefore, protects the vendor against

delays arising out of matters of conveyance as well as of title, but it does not protect him if he knowingly omits to cure some difficulty the removal of which is necessary to enable him to make a good title.

THE EFFECT OF DISCLAIMING A WORD ON REGISTRATION OF A TRADE-MARK.

In the last of his recent lectures on Trade-marks and Trade names, Mr. JOHN CUTLER, K.C., Professor of Law at King's College, dealt with the effect of disclaiming words on the registration of trade-marks. As the subject is one of considerable interest at the present time, we reproduce here what Mr. CUTLER said upon the subject:

I now come to the question of disclaimers, which is of great interest and importance in connection with trade names. Let us suppose a person applies to register a trade-mark, and a part of such trade-mark consists of his trade name, which he is unable to register by itself. Now unless the trade-mark is a distinctive label, he will have to state on registering what are the essential particulars of the trade-mark he has applied for, and he will have to disclaim in express terms any right to the exclusive use of the added matter, and a copy of the disclaimer is entered upon the register. Now this disclamer in the case we are supposing will cover the trade name, and the question is, can the trader afterwards sue for infringment of his trade name when he has thus disclaimed any right to the exclusive use of it? There are only four cases, so far as my knowledge goes, in the English courts bearing upon these questions. One may be disregarded now as being a registration case and not a case of infringement; of the three others the best known is the case of *Rosenthal* v. *Reynolds*, before Mr. Justice NORTH in 1892 (9 R. P. C. 189). There the plaintiff had registered certain trade-marks on which were the initials W. R., and in each case there was a disclaimer covering these initials; he sued the defendant for passing off, and what he in fact relied on was that these initials were his trade name. The defendant was also using initials W. R., and Mr. Justice NORTH said that he could not see his way to interfere on behalf of the plaintiff, as for the purpose of securing the benefit of the registration he had expressly disclaimed, and told the world that he had no monopoly whatever of, the use of these two letters. Under these circumstances, said Mr. Justice NORTH, "I decline to make any order at present." Now, as has often been pointed out, this was not a final decision, but one on an application for an interlocutory injunction.

In 1898 the point arose in the case of *Packham* v. *Sturgess* (15 R. P. C. 669). There the plaintiffs had registered a trade-mark including "Sparkling Lime Wine," and had disclaimed any right to the exclusive use of that term. They brought an action against the defendant, who was selling a sparkling lime wine. Mr. Justice NORTH said that the defendant had a right to use a term which the disclaimer shewed beyond all question was not a phrase of which the plaintiffs could claim the monopoly, but it was clear that the defendant had no right to use it so as to represent that the liquid he was selling was an article manufactured by the plaintiffs, and that the only question that he (the judge) had to consider was whether that was the effect of what the defendant was doing or not, and he decided that it was not. He said the defendant had taken the name Sparkling Lime Wine. If he had done that with the accompaniments which the plaintiffs used with respect to it, it might be that the court would have had to grant an injunction, but in his opinion they had not. On appeal, the Court of Appeal treated the case in exactly the same manner, and dismissed the appeal. About the same time the point arose in the case of *Bayer* v. *Baird* (15 R. P. C. 615), before the Court of Session in Scotland. There the pursuer had, on registration of a trade-mark, disclaimed the letters C. B., and was suing rival traders, who were using C. B. & Co. The defenders did not take the objection arising out of the disclaimer before the Lord Ordinary, but on the appeal to the Inner House they did. The Lord President, after referring to *Rosenthal* v. *Reynolds*, said: "Nor do I think that the disclaimer to which the defenders refer bears on anything except the trade-mark, the limits of which it defines. I do not think it imports a license to rival traders to use the letters 'C. B.' in such manner as to pass off their goods for the pursuer's goods. The true question in the present case is whether the defenders are so offering their goods to purchasers that the purchasers are likely to mistake them for the goods of the pursuer. The true claim of the pursuer in the present action is not to the exclusive use of the letters 'C. B.' on corsets, but it is to prevent certain persons—to wit, the defenders—so using these letters as to pass off their goods as the pursuer's. Now I do not think that it can fairly be held that it was a condition of the grant of the trade-mark of 1891 that under no circumstances should the use of the letters 'C. B.' be unchallenged by the pursuer." Having previously decided that the general get-up of the defenders' goods was calculated to lead them to be mistaken for the pursuer's goods, the court held that the pursuer was entitled to relief.

This case at first sight may seem to be in direct conflict with *Rosenthal* v. *Reynolds*, but in reality it is not so. In *Rosenthal* v. *Reynolds* the evidence was that the get-up of the defendant's goods was unlike the plaintiff's goods. Of course, on the latter the letters W. R. appeared, and on the former W. R. & Co. The judge in his judgment said nothing about similarity or dissimilarity of the get up of the goods, but simply decided that the plaintiff, having disclaimed W. R., could not rely on W. R., and nothing more. In *Bayer* v. *Baird* the court, as I have mentioned, held that the get-up of the defenders' goods as a whole was calculated to deceive, and therefore that the pursuer was entitled to relief on his whole get-up and not on the letters C. B. alone. It appears to me that *Bayer* v. *Baird* was rightly decided if it was decided on this principle—which I believe to be the true principle—viz., that by registering a trade-mark with a disclaimer of the right to the exclusive use of a word a trader does not thereby sanction or license the use of that word together with such accompaniments as will lead to the goods of another being passed off as his goods, but he cannot, in a passing-off action, rely simply and solely on the word which he has disclaimed. In *Bayer* v. *Baird* the pursuer got no relief, and could not under the circumstances get any relief, on the ground of infringement of trade-mark, but as the defenders had adopted a get-up of their goods so closely resembling the get-up of the pursuer's goods as to be calculated to deceive, the pursuer was not disentitled to relief because a prominent part of his get-up were the letters C. B. which he had disclaimed. If the pursuer had been relying on C. B. alone, and not upon his get-up as a whole, then the case would have fallen within *Rosenthal* v. *Reynolds*, and the decision of the Scotch court would probably have been different.

You will remember that I said just now that there were four cases bearing on the point which I am now discussing in the English courts, and that I was putting one aside as it was a registration case, and not an infringement case. Of the other three I have dealt with *Rosenthal* v. *Reynolds* and *Packham* v *Sturgess*. There is, however, one other case to be mentioned, which came before the Court of Appeal last year. It is the case of *Hubbuck* v. *Brown* (17 R. P. C. 638). In this case there was a disclaimer of a device by the plaintiffs, and not a disclaimer of a word, and the disclaimer was not made voluntarily at the date of the registration, but was forced upon the plaintiffs afterwards. In this case the judges considered whether the plaintiffs were entitled to relief on the question of passing off when the only thing that they relied upon was a copying of their particular form of the Royal Arms which was the device which had been disclaimed. The judges said nothing about the effect of the disclaimer, nor did they decide against the plaintiffs on that point, but they held in effect that the plaintiffs had not made out as against the defendants a case of passing off their goods as the plaintiffs' goods. Although I must confess that this case seems at first sight somewhat to militate against what I said, that a man who on registration has disclaimed a word cannot establish a case against another trader simply because he has used that word, yet I do not think that when the case comes to be minutely examined it will be held so to militate, and in spite of that case I hold that the principle I have just laid down is accurately laid down. I had hoped that this point would have been thoroughly thrashed out in a case in which I was engaged this term for the defendants; but I understand that the plaintiffs' courage has failed them at the last moment and that they have "caved in" and allowed their action to be dismissed with costs.

The Bill of the London Chamber of Commerce, to which I have several times alluded, proposes to deal with this subject by inserting the following provision: "Any disclaimer under this Act or any enactment repealed by this Act shall be deemed to be a disclaimer for the purposes only of registration under this Act, and no such disclaimer shall in any way affect or prejudice the rights, if any, of the applicant at common law or otherwise to the matter disclaimed." If this provision, of which I approve, passed into law, it would, as you see, leave a trader who on registration has disclaimed his trade name, to sue in a passing-off action in respect of that trade name simply—*i.e.*, irrespective of the question whether or not the defendant had used the trade name with such accompaniments as are calculated to deceive.

At the Norfolk Quarter Sessions, held on Wednesday before Lord Lindley, the clerk of the peace read a letter from Lord Cranworth, in which his lordship stated it was with the deepest regret that he made known to his brother magistrates his resignation of the post which he had had the honour of holding for so many years as chairman of quarter sessions, but the infirmities of old age were creeping on him so fast that he had no option. "It only remains for me," he added, "to give my very best thanks for the kindness with which they have invariably treated me, and to wish them a continuance of that success and prosperity which, under a younger and abler man, they are sure to enjoy." Lord Lindley said he was sure everybody would be sorry to hear of this resignation. He requested Mr. Foster to acknowledge the receipt of the letter and to inform Lord Cranworth that the matter would be taken into consideration at the Easter Sessions.

MR. FRANK ROWLEY PARKER.

Our obituary column of the 21st of December contained the usual formal notice of the death of Mr. Frank Rowley Parker, at the comparatively early age of fifty-nine years, but it would seem right to add a few words on the life of a man who has done much good service for the profession, and who by his published work has made his mark among the text-book writers of the last twenty years. Born in 1842, in Birmingham, he began his legal studies in 1859 as the articled clerk of his father, Mr. Reginald Amphlett Parker, who was then a partner in the firm of Sharpe, Jackson, & Parker, of Bedford-row, London, serving part of his time with the late Mr. Maskell William Peace, solicitor, and subsequently town clerk, of Wigan. He was one of the prize-winners at the final examination for admission to practice in November, 1864, and shortly after he was admitted he joined his father's firm. From that time forward until his death he was engaged in the active practice of the law; for the greater part of the time directing and superintending the common law branch of a large agency connection. As one of the solicitors to the Association of Municipal Corporations he took a leading part in the conduct of the *Monthly Circular*, a periodical dealing with matters of interest to municipal corporations, and in particular his opinions on questions of public health and local government law were much prized by the members of the association.

The connection of his firm with solicitors in all parts of the country led to his being very frequently consulted and engaged in election petitions, and the need for exact knowledge on the subject suggested his first important work—The Powers and Duties of an Election Agent and Returning Officer at a Parliamentary Election, published in 1884. It is very surprising to find a busy solicitor, engaged in the daily discharge of a large practice, who could find time for a work of this description, containing 600 octavo pages, and giving references to upwards of 1,000 decided cases and to fully 100 statutes. It has been described as a clear, methodical and chronological arrangement of election law, most able, complete, and lucid, and a safe guide through all its shoals. One critic has gone so far as to say that the book is voluminous, but not wearisome, and that the text of the volume can be read through with interest and satisfaction. This is high praise for a law book, which is usually consulted only, and is seldom readable.

His later works, The Election of County Councils, published in 1888, immediately after the Local Government Act, 1888, The Election of District Councillors, published immediately after the Local Government Act, 1894, shew his industry and activity, and his readiness to produce what was wanted as soon as the demand arose. These books were followed in quick succession by The Election of Parish Councils, 1894; The Duties of County Councils, 1894; and The Parish Councillor, 1895; all treating of kindred subjects, and, with several small manuals, proving a remarkable record of one man's labour extending over a period of little more than ten years. How the work was accomplished only those most closely connected with Mr. Parker can tell, and it is to be feared that it was done by giving up to labour vacations needful for relaxation and recreation, and that this is in part responsible for the fact that we no longer have him with us.

After this recital it is hardly necessary to say that Mr. Parker was a leading authority on election and local government law, and it is as such, no doubt, that he will be best remembered and most widely missed. To know the man, however, it was necessary to have seen him among his flowers in his garden at Harrow Weald. There, with his pruning-knife in hand, as he showed you his roses, and told you of his methods of training fruit trees, you realized that he had mastered such subjects as he had done the law of local government; that flowers were earlier loves of his than the law, and through the genial character of the host you saw the spirit of thoroughness of the man, which was indeed his chief characteristic and appeared in all his work.

Mr. Parker had been elected a member of the Council of the Incorporated Law Society in the year before his death, and in that position would no doubt have soon made his energy and ability felt by the profession at large, and been able to render valuable service. He was to all appearance, and as far as he or his friends knew, in perfect health on the 10th of December last. On that day he was taken ill, and on the 15th of December he had to submit to an operation under which he succumbed.

He leaves a widow and eight children to deplore a loss which will be shared by all who knew him, and by the many members of his profession who are acquainted with him only through his writings.

Mr. Justice Walton has accepted an invitation to be present at the annual meeting of the Liverpool Board of Legal Studies, on Wednesday next, the 8th inst., when he will deliver an address on "The late Lord Russell of Killowen."

REVIEWS.

BOOKS RECEIVED.

The Yearly County Court Practice, 1902, founded on Archbold's County Court Practice and Pitt-Lewis's County Court Practice. By G. Pitt-Lewis, K.C., Recorder of Poole, Sir C. Arnold White, Barrister-at-Law, and Archibald Read, B.A., Barrister-at-Law. The Chapter on Costs and the Precedents of Costs by Mr. Morten Turner, Registrar of the Watford County Court. One Volume Edition. Butterworth & Co.; Shaw & Sons.

CORRESPONDENCE.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We enclose a copy of some correspondence between ourselves and Mr. Gorst, the solicitor to the Commissioners of Woods, &c. Considerable areas in the parishes of St. James and St. George, Hanover-square, in the City of Westminster, are held by lease from the Crown. As to these areas a system of registration and enrolment prevails, and deeds registered and enrolled under this system are by 16 & 17 Vict. c. 56, s. 6, exempt from registry at the Middlesex Deeds Department, or other local registries.

The exemption does not appear to extend to registration under the Land Transfer Acts. The result is that property held under the Crown is subject to the expense of a double registration.

Jan. 1. Mead & Sons.

The following is the correspondence referred to:

6, Arundell-street, Piccadilly-circus, London.
16th December, 1901.

No. * * * * Street.

Dear Sir,—Herewith we send the engrossment in duplicate of this lease, executed by our client, and shall be glad to have an appointment to complete the matter in due course.

We should be glad if you would inform us whether it is considered in your office that the statutory exemption from registry at the Middlesex Deeds Registry of a Crown lease operates to exempt the property from the compulsory clauses of the Land Transfer Act, 1897.

If it does not, it appears to us to be a matter upon which your department might make a representation to the Privy Council Office, seeing that the registration and enrolment applicable to deeds relating to Crown property are recognized as a convenient form of registration, and that provided by the Land Transfer Acts entails a quite unnecessary expense. The fe s payable at the Land Transfer Office in respect of this lease would amount to about £20.—Yours faithfully, Mead & Sons.

T. W. Gorst, Esq., Solicitor's Department, Office of Woods, &c.,
1, Whitehall-place, S.W.

Solicitor's Department, Office of Woods, &c., 1, Whitehall-place,
London, S.W., 19th December, 1901.

Messrs. Mead & Sons, 6, Arundell-street, Piccadilly-circus, W.

No. * * * * Street.

Dear Sirs,—The question as to registration, referred to in your letter of the 16th inst., has had the consideration of other Crown lessees, and it has generally been found convenient by them to register at the Land Registry, as, I understand, it facilitates subsequent dealings with the leasehold interest.—Yours truly, T. W. Gorst.

6, Arundell-street, Piccadilly-circus, London, W.
20th December, 1901.

No. * * * * Street.

Dear Sir,—We are obliged for your letter of 19th inst.

Our experience has been very different from that stated by you.

We find that the Land Registry is generally regarded as a source of useless expense and embarrassment, so much so that purchasers and mortgagees will, other things being equal, give the preference, in buying or dealing with property, to that outside the compulsory area. The fact that property is within that area is coming to be regarded as a decided item of depreciation.—Yours faithfully, Mead & Sons.

T. W. Gorst, Esq., Solicitor's Department, Office of Woods,
1, Whitehall-place, S.W.

The death is announced of Mr. Thomas Dunbar Ingram, LL.D., formerly Professor of Jurisprudence and of Hindu and Mahomedan Law in the Presidency College, Calcutta. He had, says the *Times*, a successful career in India, where he filled an important post in the Presidency College, Calcutta, and was an advocate of the High Court of Judicature of India. He was a keen student of Irish affairs, and expressed his views on Irish subjects in a number of historical works.

A correspondent of the *Times* says that when the late Lord Iddesleigh, as Mr. Stafford Northcote, left Oxford, he was appointed a magistrate for Devon. He attended at the Castle of Exeter to be sworn in, and was handed a book which had been of, what the late Mr. Dickens called, the "underdone pie crust" colour. It was tied round with what had been, many years before, red tape. Mr. Northcote did not quite like the look of it, so he took out his knife and cut the tape, and, on opening the book, discovered that for about thirty years the magistrates had been sworn on a ready-reckoner. I had this from the then magistrate's clerk.

CASES OF LAST SITTINGS.

Court of Appeal.

"THE WINKFIELD." No. 1. 16th Dec.

BAILMENT—LOSS OF CHATTEL BAILED—RIGHT OF BAILEE TO RECOVER FULL VALUE FROM WRONGDOER—BAILEE NOT LIABLE TO BAILOR.

Appeal from the judgment of the President of the Probate, Divorce, and Admiralty Division (Sir Francis Jeune). The claim was by the Postmaster-General to recover the value of registered letters and parcels, which were lost while being carried on the steamship *Mexican* from South Africa to England. While on the voyage *The Mexican* came into collision with the steamship *Winkfield*, and was sunk, and her mails were lost The owners of *The Winkfield* admitted that their vessel was partly to blame for the collision, and obtained a decree limiting their liability on payment into court of £32,514 17s. 10d. The Postmaster-General claimed on the fund on behalf of himself and the Postmasters-General of Cape Colony and Natal for the value of registered letters and parcels carried on board *The Mexican*. This claim, so far as it represented claims made by the owners of the registered letters and parcels, was allowed by the registrar, but it was rejected so far as no such claim by the owners had been made. Sir Francis Jeune, following the decision in *Claridge* v. *South Staffordshire Tramway Co.* (1892, 1 Q. B. 422, 40 W. R. Dig. 11), held that the Post-master-General could not recover on the ground that he, as bailee, was not liable over to his bailors. The Postmaster-General appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., in delivering the judgment of the court, said that the case was argued upon the assumption that the Postmaster-General was in actual occupation of the things bailed at the time of the loss. In his opinion the law was that in an action against a stranger for loss of goods caused by his negligence, the bailee in possession could recover the value of the goods, although he would have had a good answer to an action by the bailor for the loss of the goods bailed. It was well established that possession was good against a wrongdoer and that the latter could not set up the *jus tertii* unless he claimed under it. A long series of authorities established this in actions of trover and trespass at the suit of a possessor. It followed that he could equally recover the whole value of the goods in an action on the case for their loss through the tortious conduct of the defendant. In his opinion it involved this also, that the wrong-doer, who was not defending under the title of the bailor, was quite unconcerned with what the rights were between the bailor and bailee, and must treat the possessor as the owner of the goods for all purposes quite irrespective of the rights and obligations as between him and the bailor. He thought also that the obligation of the bailee to the bailor to account for what he had received in respect of the destruction or conversion of the thing bailed had been admitted so often in decided cases that it could not now be questioned, and further, that the right of the bailee to recover could not be rested on the ground suggested in some of the cases—namely, that he was liable over to the bailor for the loss of the goods converted or destroyed. It could not be denied that since the case of *Armory* v *Delamirie* (1 Stra. 504,) not to mention earlier cases from the Year Books onward, a mere finder might recover against a wrongdoer the full value of the thing converted. That decision involved the principle that as between possessor and wrongdoer the presumption of law was, in the words of Lord Campbell in *Jeffries* v. *Great Western Railway Co.* (5 E. & B. 802, at p. 806) "that the person who has possession has the property." Therefore it was not open to the wrongdoer to inquire into the nature of the limitation of the possessor's right, and the question of his relations to or liability towards the true owner could not come into the discussion at all, and therefore as between those two parties full damages had to be paid without any further inquiry. The right of the finder could not be made to depend upon the extent of his liability over to the true owner. Why should not this be equally the fact in the case of a bailee? It seemed to him that neither in the one case nor in the other ought it to be competent for the defendant to go into evidence as to the nature of the plaintiffs' interest in the thing converted. His lordship referred to *Burton* v. *Hughes* (2 Bing. 173), *Rooth* v. *Wilson* (1 B. & A. 59), *Sutton* v. *Buck* (2 Taunt. 302), *Swire* v. *Leach* (18 C. B. N. S. 379), *Turner* v. *Hardcastle* (11 C. B. N. S. 683); Holmes' Lectures on the Common Law, pp. 167, 170; and Pollock & Maitland's History of English Law, vol. 2, p. 170; Sedgwick on Damages (7th ed.), vol. 1, p. 61, note (*a*); Story on Bailments (9th ed.), s. 352; Kent's Commentaries (12th ed.), vol. 2, p. 568. note (*e*); and the American cases of *Ullman* v. *Barnard* (73 Mass. Rep. 554), *Parish* v. *Wheeler* (22 N. Y. Rep. 494), *White* v. *Webb* (15 Conn. Rep. 302) as supporting the above view of the law. As the liability of the bailee to account to the bailor for the thing bailed was clear—see *Heydon and Smith's case* (13 Co. Rep., at p. 69)—so he must account for that which had become its equivalent and now represented it. The wrongdoer, having once paid full damages to the bailee, had an answer to any action by the bailor. In his opinion the decision in *Claridge* v. *South Staffordshire Tramway Co.* (1892, 1 Q. B. 422; 40 W. R. Dig. 11) could not be supported, and must be overruled. The Postmaster-General was therefore entitled to recover, and the appeal must be allowed.—COUNSEL, *Sir Robert Finlay*, A.G., and *R. B. D. Acland*; *Pickford*, K.C., and *Lauriston Batten*; *Scrutton*, K.C.; *C. Head* SOLICITORS, *Sir Robert Hunter*; *Ballantyne & Sons*; *Botterell & Roche*; *Thomas Cooper & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

Re MARTEN. SHAW *v.* MARTEN. No. 2. 20th Dec.

GENERAL POWER OF APPOINTMENT—EXERCISE BY WILL—RESIDUARY GIFT—LAPSE—BLENDING FUNDS.

This was an appeal from a decision of Byrne, J. Under her marriage settlement, dated October, 1880, the testatrix had a general power of appointment over certain securities mentioned in the schedule thereto and over a sum of £5,000 also comprised in the settlement, and the settlement contained limitations over in default of appointment. By her will dated the 1st of March, 1893, the testatrix appointed that the trustees of the settlement should stand possessed of the £5,000 and such part of the said securities as together with the £5,000 would make up the sum of £9,000 in trust for certain appointees and directed the trustees to hold the residue of the said securities in trust as to £1,000 part thereof for W. P. Shaw, and as to the residue in trust for Henry Shaw. The testatrix then gave some legacies and empowered the trustees to appropriate the appointed fund or any fund belonging to her at her decease towards payment of the said legacies, and continued "as to all the rest and residue of my real and personal estate I devise, bequeath, and appoint the same subject to payment there-out of my debts" to the said Henry Shaw absolutely. Both W. P. Shaw and Henry Shaw died in the lifetime of the testatrix The testatrix died in 1900, and the question arose whether the residue of the securities after providing for £9,000 was validly appointed under the will or went as in default of appointment. Byrne, J., held that the testatrix had not sufficiently blended the settlement funds with her own property so as to make them one for all purposes, and that the residue went as in default of appointment. The next-of-kin appealed.

THE COURT (ROMER and COZENS-HARDY, L.JJ., VAUGHAN WILLIAMS, L.J., dissenting) allowed the appeal.

VAUGHAN WILLIAMS, L.J., was of opinion that the decision of Byrne, J., ought to be affirmed He could see no intention to appoint the lapsed share as residue, and did not think the residuary clause included settled property. The question in all these cases, as pointed out in *Re Pinède's Settlement* (12 Ch. D. 667), was one of intention, and the intention must be gathered from the will itself. In the present case the question was one as to the construction of the residuary clause. In his lordship's opinion there was no doubt that but for the word "appoint" there would not have been any difficulty, and he did not think that much weight ought to be given to the word "appoint." There was nothing to shew that the testatrix had any intention to include the lapsed share in the residuary gift. On the contrary she did not appoint trustees of her own, which fact alone *primâ facie* negatived any such intention. There was indication in the will of an intention to keep her own property distinct, but none of an intention to mass the properties.

ROMER, L.J., thought the contention of the appellants was right. The key to the question was to be found in the residuary gift. Was the residuary gift a residuary appointment? His lordship thought it was. Apt words were used to include everything; and there could be no doubt about the point if the gift stood by itself. Was there anything in the prior part of the will to cut down the residuary gift? His lordship thought not. The object of a residuary gift was to include all property undisposed of, and there was nothing to prevent the ordinary meaning being given to this residuary gift. His lordship thought that the residue and appointed fund were blended. They were massed together, subject to the payment of debts and legacies, and were made one for all purposes. The case of *Re Davies' Trust* (13 Eq. 163), if rightly decided, did not cover the present case. And in *Re De Lusi's Trusts* (3 L. R. Ir. 232) there was no such blending of the funds as there was here. The appeal therefore would be allowed.

COZENS-HARDY, L.J., agreed that the residuary clause was a true residuary gift of all undisposed of property, and that the funds were blended for all purposes. The decision of Stirling, J., in *Cozen* v. *Rowland* (1894, 1 Ch. 406) was directly in point.—COUNSEL, *Renshaw*, K.C., and *Buckmaster*; *Levett*, K.C., and *Chester*; *A. Underhill*; *J. M. Stone*. SOLICITORS, *A. Toovey*, for *Bennett, Boycott, Orme, & Goodman*, Liverpool; *J. & R. Gole*, for *Dixon & Syers*, Buxton; *Ullithorne, Currie, & Jennings*, for *Neve, Cresswell, & Sparrow*, Wolverhampton.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of THOMAS GARY COWARDIN (DECEASED).

Barnes, J. 19th Dec.

PROBATE—ADMINISTRATION BOND—SURETY.

This was a motion in which Maximilian Aron asked the court to release him from a bond by which he had bound himself as co-surety in the administration of the estate of Thomas Gary Cowardin, who died on the 5th of April, 1891. It appeared that he had been asked by Mrs. Cowardin to become co-surety with a Mr. Keys, who was a friend of his, and to this he consented, but afterwards that Mr. Keys refused to be surety, and a Mr. Harper was substituted without Mr. Arnon's consent. Counsel said that it was admitted that the bond had been altered after Mr. Aron had signed. It was alleged that he had consented to the bond being altered in this way, but it was contended on his behalf that that was immaterial because a deed could not be varied by parol. The court, no doubt, would not allow a surety to withdraw from a bond, but the case here was that Mr. Aron never had been a surety to the bond because he entered into it on the understanding that Mr. Keys was to be his co-surety, and inasmuch as the liability thereunder was joint and a right of contribution existed the release of Mr. Keys had injuriously affected Mr. Aron, and he was therefore not bound by the bond: *Ward* v. *National Bank of New Zealand* (8 App. Cas. P. C. 755). For the administratrix counsel contended that Mr. Aron could not now be heard to say that the bond was invalid, because he had acted under it and accepted the position of surety.

BARNES, J., in delivering judgment, said that the bond was executed on the 12th of June, 1901, and no doubt it had been contemplated that Mr. Keys should become a co-bondsman with Mr. Aron, but as the bond now stood Mr. Harper's name had been substituted for Mr. Keys. The bond, however, had never been re-executed or brought back to Mr. Aron. The point now made was that the bond was void as far as Mr. Aron was concerned. It was said, however, that he had assented to the alteration. At first the court was disposed to think that the point was a technical one made on behalf of Mr. Aron, but having carefully read the affidavits it did not appear such an unreasonable one as at first sight. It was contended on behalf of the administratrix that an arrangement had been made that Mr. Harper should act, but the conclusion to which the court had come was that the arrangement which was suggested to have taken place on the 20th of June was not really arrived at, and one of the principal reasons for coming to that conclusion was the correspondence which had passed which was inconsistent with such an arrangement having been made. The question therefore resolved itself into this, Did Mr. Aron remain liable on the bond by what had taken place since, or not? In *Underhill* v. *Horwood* (10 Ves., at p. 226) the Lord Chancellor said: "Where a man executes a bond, meaning that it should be the joint bond of himself and another, and not his several bond, it would not be his several bond. But the cases go further. In such a case, however, unless there is something special, the man who had become so severally bound has a right to have that bond delivered up, for his intention was not to become a mere several obligee, but to be a joint and several obligee, and the rights are different both in law and equity, for if he is only a several obligee he has no remedies over against anyone, but if he is a joint and several obligee, or only a joint obligee, there is right of contribution against the other sureties in equity, from the earliest times, and of exoneration from the principal." Therefore it was clear how important it was to have a co-bondsman who was approved of in case it ultimately might become necessary to proceed against either. The court did not find that Mr. Aron had assented to the alteration. Mr. Deane had handed up the case of *Hutts* v. *Levitt* (5 Bing.), where a bond was altered when it was in an incomplete condition and was really an escrow, but the facts of the present case disposed of the supposed analogy. For these reasons the court was of opinion that the application must succeed. The grant would therefore be recalled and the bond cancelled so far as Mr. Aron was concerned, and the administratrix must pay the costs of the application.—COUNSEL, *Barnard*; *Bargrave Deane*, K.C., and *Attenborough*. SOLICITORS, *Lumley & Lumley*; *Attenborough*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

LEGAL NEWS.

INFORMATION WANTED.

BENJAMIN CANT.—A reward of £10 will be paid by the undersigned for information leading to the discovery of the last Will of Benjamin Cant, late of 23, Haverstock-hill, London, formerly of 1, Little Pulteney-street, Golden-square, cigar merchant.—Walter W. Bond, solicitor, 14, Golden-square, London, and Bank-chambers, Broadway, Ealing.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ALBERT WILLIAM BYRCH and THOMAS COX, solicitors (Byrch & Cox), Evesham. Dec. 14. The said Thomas Cox and Thomas Allard Cox will continue to carry on the business at Evesham aforesaid, as heretofore, under the style or firm of Byrch, Cox, & Son.

GEORGE DUNCAN GREY and ARTHUR WILLIAM PAGE, solicitors (Bramble, Watts, Grey, & Page), Bristol. June 29. The business is continued by the said Arthur William Page in partnership with Vincent Thompson, under the style of Bramble, Watts, Page, & Thompson.

WILFRED IVANHOE THOMAS and JAMES CLARKE, solicitors (Finney, Thomas, & Co.), 33, Chancery-lane. Dec. 25. [*Gazette*, Dec. 24.

WALTER RYE and WILLIAM HENRY EYRE, solicitors (Rye & Eyre), 16, Golden-square, London. Dec. 31. The said William Henry Eyre and Frank Gibbs Eye, and Arthur Lockyer Rye will carry on business in co-partnership as Rye & Eyre. [*Gazette*, Dec. 31.

GENERAL.

It is stated that the Lord Chancellor has decided that Dr. Rentoul cannot continue to hold his seat in Parliament after his appointment as one of the judges of the City of London Court.

Sir Frederick Lacy Robinson, who is retiring from his position in Somerset House as Deputy-Chairman of the Board of Inland Revenue, at the age of sixty-two, is, says the *St. James's Gazette*, a rare example of promotion from the ranks. He began his career as junior clerk, and was given a seat on the board just a quarter of a century later.

An aged professor, says the *Central Law Journal*, after lecturing on the distinction between trespass and case, asked one of the pupils: "Mr. B., suppose I should be walking in the public street, and you should throw a stone and put out one of my eyes, what sort of an action would I have?" "An action on the case," was the ready answer. "Why so?" "Because Blackstone lays it down that an action on the case is the proper remedy of obstructing ancient lights."

It is stated that the Attorney-General will be the leading counsel for the prosecution in the trial of Dr. Krause at the Central Criminal Court. The case is expected to be tried about the middle of this month.

The judges (Lawrance and Ridley, JJ.) have fixed the following commission days for the winter assizes on the North-Eastern Circuit: Newcastle—Monday, the 17th of February; Durham—Monday, the 24th of February; York—Monday, the 3rd of March; Leeds—Saturday, the 8th of March.

A correspondent of the *Daily Mail* says: "I have before me a copy of the *Morning Star*, dated the 6th of February, 1864, in which is a report of a trial *Parker* v. *Dawkins*, which is there described as being the original of the *Jarndyce* v. *Jarndyce* trial. It arose out of the will of J. J. Parker, a rich West Indian planter, who died at Portland-place in 1823. The case struggled on till 1869, when the funds were exhausted through protracted litigation. A curious thing in connection with this case was that one of the parties (G. C. Parker), who was supposed to have been killed in Paris in 1840, and whose property had been administered twenty years previously, turned up as a witness in the flesh in 1861.

The following are the arrangements made for hearing probate and divorce cases during the coming Hilary sittings: Undefended matrimonial causes will be taken on Monday, the 13th, Tuesday, the 14th, and Wednesday, the 15th of January, and on every Monday during the sittings after motions. Special jury cases will be taken on and after Thursday, the 16th of January. Probate and defended matrimonial causes for hearing before the court itself will be taken after the special juries are finished, and may also be taken in Court II. after the 15th of January, when Admiralty cases are not appointed to be heard. Common jury cases will be taken on and after Tuesday, the 18th of February next. Divisional courts will sit on Tuesday, the 4th of February, and Tuesday, the 4th of March.

The judges (Bruce and Bigham, JJ.) have fixed the following commission days for the winter assizes on the Midland Circuit—viz.: Aylesbury, Tuesday, January 28; Bedford, Friday, January 31; Northampton, Tuesday, February 4; Leicester, Saturday, February 8; Oakham, Friday, February 14; Lincoln, Monday, February 17; Derby, Monday, February 24; Nottingham, Saturday, March 1; Warwick, Wednesday, March 5; Birmingham, Tuesday, March 11. Mr. Justice Bruce will go on the circuit alone until Nottingham is reached, when, if the state of business there requires the attendance of two judges, Mr. Justice Bigham will join him. At the conclusion of the business there Mr. Justice Bruce will return to London, and Mr. Justice Bigham will proceed alone to Warwick, after which he will join Mr. Justice Jelf at Birmingham.

At the Hampshire Quarter Sessions Mr. G. J. Shaw-Lefevre moved a resolution urging magistrates to give effect as far as possible to the intention of the Legislature by the classification in sentences of persons committed to prison. He pointed out that magistrates in Hampshire appeared to have been ignorant of the powers conferred upon them by the Prisons Act of 1898 of classifying the persons committed by them to prison, and said that, whilst in some counties as many as 30 per cent. of the persons who might be put in the second division had been put in that class, in Hampshire the proportion was only 1 per cent. He had a strong conviction that classification ought to be carried out very much more than it had been, because there were a large number of persons not belonging to the criminal class who went to prison for trivial offences because they could not pay fines, and great mischief had been done by treating them with the severity that was applied to prisoners of a more serious type. It was still more to be regretted that they had been mixed up with prisoners of the latter class, because they had come out of prison worsened and deteriorated instead of improved and deterred from committing other crimes. The resolution was seconded by Mr. W. Barrow Simonds, and adopted unanimously.

Mr. Charles Stewart (qy. Markby, Stewart, & Co.), in a book entitled "Hand Immemor: Reminiscences of Legal and Social Life in Edinburgh and London, 1850-1900," compares the Scottish and English systems of procedure, greatly to the advantage of the former. "He is," says the *Times* in a review of the work, "satirical on the dilatory and costly forms of redress in England for criminal outrages. He has had 'practical experience of the English muddle,' and is astounded that the 'benighted arrangements should be tolerated by a long-suffering public.' You may appeal to the Director of Prosecutions or the Treasury Solicitor, to be referred back to your own solicitor. In Scotland you have only to state your grievance and the Procurator Fiscal manages everything, bringing culprits to justice at the public expense. As a minor matter, he indicates the obvious objections to the English plan of making the junior counsel follow his leader. In Scotland the junior opens, being supposed to have mastered details, and the leader, with a broader purview and deeper knowledge, follows to clench the arguments. Moreover, what is called 'The Poor Roll' in Scotland always provides friendless and penniless accused with competent legal assistance. Aspiring young counsel and solicitors are only too eager to exert themselves in work which is a stepping-stone to advancement."

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone No. 316 Westminster."—[ADVT.]

WINDING UP NOTICES.

London Gazette.—TUESDAY, Dec. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALIA UNITED MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 18, St Helen's pl

CRESCENT WARD (SALFORD) CONSERVATIVE CLUB CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Arthur Whittaker, 100, King st Manchester. Slater & Co, 71, Princess st, Manchester, solors for the liquidator

DALE & KEMP, LIMITED (48a, Camden st, Birmingham, Shop Fitters)—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to William Reuben Lane, 38, Waterloo st, Birmingham. Walthall, Birmingham, solor to the liquidator

FRENCH EMBROIDERY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to A. Percy Bishop, 110, Englefield rd, Canonbury. Stephens, Lloyds av, solor for liquidator

INDEX RAILWAY GUIDE, LIMITED—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to Mr Anthony S Wehner, 57, Holborn Viaduct. Martin & Co, King st, Cheapside, solors to liquidator

JAMES W. TUBBY, LIMITED—Petn for winding up, presented Dec 16, directed to be heard Jan 15. Budd, 15 to 18, Bishopsgate Without, solor for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10

LIN BRICK CO, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. Horace Cawood, Hartshead, Sheffield. Irons, Sheffield, solor for liquidator

LIVERPOOL AND ST. HELENS BRICK CO, LIMITED—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Alexander Macrae, 34, Gresford av, Liverpool Draper, Liverpool, solor for liquidator

NEWCASTLE UPON TYNE CENTRAL MASONIC HALL CO, LIMITED (IN LIQUIDATION)—Creditors are requested, on or before Jan 31, to send their names and addresses, with particulars of their debts or claims, to William Charlton Forster, 13, Grainger st West, Newcastle upon Tyne

PARKWOOD CLUB, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Mr Allan Bradley, 70, North st, Keighley. Wright & Wright, Keighley, solors to company

VENNERS CIGARETTE MACHINE CO, LIMITED—Petn for winding up, presented Dec 19, directed to be heard Jan 15. Gregson & Co, 6, Angel ct, Throgmorton st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 14

WARRINGTONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Lindsay, 4, Milk st bldgs

London Gazette.—FRIDAY, Dec. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBION HOTEL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Peter Gregson, 57, Princess st, Manchester. Hockin & Co, Manchester, solors to the liquidators

COBELDICK DREDGE NO 1, CO, LIMITED—Petn for winding up, presented Dec 23, directed to be heard Jan 15. Barfield & Child, 5, Plowden bldgs, Temple, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15

LONDON AND DISTRICT MUTOSCOPE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 13 and 14, Basinghall st

London Gazette.—TUESDAY, Dec. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BINGHAM'S STORES, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to William Henry Camm, 17, Bank st, Sheffield

LANCASHIRE SILK AND RHEA MILLS, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Joseph Feil, Dashwood House, New Broad st FitzPayne, Chancery ln, solor to the liquidator

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homœopathic Chemists, London.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Dec. 24.

RECEIVING ORDERS.

ADAMS, FRANCIS CHIDGEY, Tonypandy, Glam, Outfitter Pontypridd Pet Dec 20 Ord Dec 20

ASHBY, ARTHUR WILLIAM, Pontypridd, Newsagent Pontypridd Pet Dec 19 Ord Dec 19

BADHAM, JAMES GOODSON, Syston, Leicester, Gardener Leicester Pet Dec 6 Ord Dec 18

BENTLEY, T C, Canton, Cardiff, Builder Cardiff Pet Dec 6 Ord Dec 19

BILLS, ROBERT, Wellingborough, Commission Agent Northampton Pet Dec 21 Ord Dec 21

BRADLEY, ALFRED, Eccleshill, Bradford Bradford Pet Dec 21 Ord Dec 21

BURGOYNE, ANNIE, Gosport, Hants, Grocer Portsmouth Pet Dec 20 Ord Dec 20

BUTTERS, ROBERT, Bilston, Staffs, Grocer Wolverhampton Pet Dec 21 Ord Dec 21

CAGER, I. Bracknell, Berks, Butcher Brighton Pet Dec 5 Ord Dec 20

COOPER, FREDERICK, Manchester, Grocer Manchester Pet Dec 20 Ord Dec 20

CUNNINGHAM, THOMAS DAVISON, Lothair rd, Harringay, Manufacturer's Agent Birkenhead Pet Sept 9 Ord Dec 20

DOUGILL, JAMES, Horwich, Lancs, Builder Bolton Pet Dec 21 Ord Dec 21

DOVE, HENRY CHARLES, Southampton, Builder Southampton Pet Dec 21 Ord Dec 21

DUNN, THOMAS, sen, THOMAS DUNN, jun, JOSEPH DUNN, and JAMES DUNN, Caistron, nr Rothbury, Northumberland, Farmers Newcastle on Tyne Pet Dec 17 Ord Dec 17

EMMETT, SIMEON, Thornbury, Bradford Bradford Pet Dec 19 Ord Dec 19

FLAGG, ARTHUR HENRY, Abbey Wood, Kent, Turner Greenwich Pet Dec 21 Ord Dec 21

FLEMING A, Peckham, Draper High Court Pet Nov 23 Ord Dec 20

FORD, SAMUEL, Sandbach, Chester, Cabinet Maker Macclesfield Pet Dec 20 Ord Dec 20

FOSTER, JOHN ALFRED, Hove Brighton Pet Dec 20 Ord Dec 20

GARRARD, HERBERT ALEXANDER, Shoreditch, Manufacturer of Photo Frames High Court Pet Dec 21 Ord Dec 21

GARRETT, THOMAS PHILIP, Newport, Chemist Newport, Mon Pet Dec 19 Ord Dec 19

GERRARD, WILLIAM CLARKE, Gresham st, Merchant High Court Pet Dec 5 Ord Dec 20

GOODCHILD, DAVID DANIEL, Mare st, Hackney, Trimming Manufacturer High Court Pet Dec 19 Ord Dec 19

GOODWIN, FREDERICK, Lutterworth, Leicester, Market Gardener Leicester Pet Dec 21 Ord Dec 21

GOODWIN, FREDERICK WILLIAM, Sneyd Green, Staffs, Beer Bottler Hanley Pet Dec 5 Ord Dec 16

GRUNDLAND, PHILIP, Camden Town, Tobacconist High Court Pet Dec 2 Ord Dec 20

HARRISON, ALFRED HORACE, Clapham Common Wandsworth Pet Oct 15 Ord Dec 20

HARRY, WILLIAM JOHN, Wick Cardiff Pet Dec 18 Ord Dec 18

HIRSH, ISAAC LEON, Chestham, Manchester Manchester Pet Nov 26 Ord Dec 19

HOPE, JAMES, Clayton le Moors, Lancs, General Draper Blackburn Pet Dec 21 Ord Dec 21

HUGHES, J H, Upper Norwood High Court Pet Nov 23 Ord Dec 20

HUMPHREY, HENRY FRANCIS, Kingston on Hull, Grocer Kingston on Hull Pet Dec 20 Ord Dec 20

JEFFERY, JAMES FRANK, Ramsgate, Fruiterer Canterbury Pet Dec 4 Ord Dec 19

KNAPP, EDWARD MOLINEUX, Croydon, Medical Practitioner Hereford Pet Dec 19 Ord Dec 19

LEWIS, AGNES MATILDA, Cheltenham, Licensed Victualler Cheltenham Pet Dec 18 Ord Dec 18

MILLER, WILLIAM, Kidderminster, Carpet Designer Kidderminster Pet Dec 20 Ord Dec 20

MUNGOVIN, JOHN, Bradford Bradford Pet Dec 21 Ord Dec 21

NAYLOR, SAM, Halifax, Grocer Halifax Pet Dec 4 Ord Dec 14

NEAT, JOHN, Cardiff, Builder Cardiff Pet Dec 18 Ord Dec 18

OYSTON, JOHN RULE, Starbeck, Leeds, Labourer York Pet Dec 19 Ord Dec 19

PACKER, SIDNEY GEORGE, Staple Hill, Glos, Grocer Bristol Pet Dec 20 Ord Dec 20

PARRY, JOSEPH BERNARD, and FRANK PARRY, Hulme, Manchester, Furniture Manufacturers Manchester Pet Dec 19 Ord Dec 19

PEACH, JOSEPH, Bolton, Greengrocer Bolton Pet Dec 21 Ord Dec 21

RUZIC & BANFI, Canfield gdns, Fitchley rd, Restaurant Keepers High Court Pet Nov 27 Ord Dec 19

SMITH, WILLIAM, Gorton, nr Manchester, Clogger Manchester Pet Dec 19 Ord Dec 19

STEVENSON, HENRY GEORGE, Hanley, Licensed Victualler Stoke upon Trent Pet Nov 29 Ord Dec 17

STOKES, JABEZ, Hilgay, Norfolk, Farmer King's Lynn Pet Dec 20 Ord Dec 20

THURLOW, FREDERICK, Bungay, Farmer Gt Yarmouth Pet Dec 12 Ord Dec 21

TOLLEY, JOHN, Birmingham, Plumber Birmingham Pet Dec 16 Ord Dec 16

TURNER, JOHN Hockley, Birmingham, Furniture Dealer Birmingham Pet Nov 21 Ord Dec 19

WEBB, WILLIAM CHICK, Chester, Cycle Maker Chester Pet Dec 19 Ord Dec 19

WILKINSON, JOHN, Solihull, Warwick High Court Pet Nov 22 Ord Dec 19

WOODWARD, JOHN, Birmingham, Pork Butcher Birmingham Pet Dec 19 Ord Dec 19

FIRST MEETINGS.

AVERY, CHARLES HENRY, Torpoint, Cornwall, Builder Jan 1 at 11 6, Athenæum ter, Plymouth

BARRETT, Rev ALFRED ALLEN, Claygate, Surrey Jan 3 at 12 24, Railway app, London Bridge

BATTAMS & HUTCHINSON, Broadway, Ealing, Solicitors Jan 6 at 3 Room 53, Bankruptcy bldgs, Carey st

BERRY, FREDERICK HERBERT, Long Acre, Licensed Victualler Jan 7 at 2.30 Bankruptcy bldgs, Carey st

BUCKLEY, JAMES ROBERT, Salford, Grocer Jan 7 at 12 Off Rec, Byrom st, Manchester

CHADFIELD, HENRY, Rothley, Leicester, Market Gardener Dec 31 at 12 30 Off Rec, 1, Berridge st, Leicester

CHRISTMAS, DAVID, Llanelly, Furnaceman Jan 4 at 11.30 Off Rec, 4, Queen st, Carmarthen

CHRISTMAS, WILLIAM, Newmarket Jan 1 at 1 Off Rec, 8, King st, Norwich

COOK, WILLIAM, and FREDERICK WILLIAM HAZELL, Manningtree, Essex, Mineral Water Manufacturer Jan 8 at 2 Off Rec, 36, Princes st, Ipswich

DOWNING, GEORGE CLARK, Richmond, Surrey Jan 3 at 12 30 24, Railway app, London Bridge

DUNN, THOMAS, sen, THOMAS DUNN, jun, JOSEPH DUNN, and JAMES DUNN, Caistron, nr Rothbury, Northumberland, Farmers Dec 31 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

EMMETT, SIMEON, Thornbury, Bradford Dec 31 at 12 Off Rec, 31, Manor row, Bradford

FELLOWS, WALTER, Old Hill, Staffs, Commission Agent Jan 2 at 11 Off Rec, Wolverhampton st, Dudley

FEWSTER, WILLIAM LONGWOOD, Dewsbury, Chemist and Druggist Dec 31 at 11.30 Off Rec, Bank chmbrs, Batley

GAUNT, JOHN, St Ives, Hunts, Cattle Dealer Jan 4 at 2.30 Off Rec 5, Petty Cury, Cambridge

GLEDHILL, JAMES LAWRENCE, Bradford, Debt Collector Dec 31 at 11.30 Off Rec, 31, Manor row, Bradford

GOODCHILD, DAVID DANIEL, Mare st, Hackney, Trimming Manufacturer Jan 8 at 11 Bankruptcy bldgs, Carey st

GREENING, WILLIAM KEDDY, Bridlington, Stationer Dec 31 at 11.30 74, Newborough, Scarborough

HAINSWORTH, EDWARD JAMES, Bruton st Jan 7 at 12 Bankruptcy bldgs, Carey st

HARRY, WILLIAM JOHN, Wick, Glam Jan 3 at 10 117, St Mary st, Cardiff

HEBDEN, MATTHIAS, Darlington, Baker Jan 8 at 3 Off Rec, 8, Albert rd, Middlesbrough

HERBERT, HENRY, Chiswick, Painter Jan 6 at 12 Bankruptcy bldgs, Carey st

HESELTINE, JOHN EDWARD, Gt Grimsby, Painter Jan 2 at 10.45 Off Rec, 15, Osborne st, Gt Grimsby

HOILE, CHARLES, Hammersmith, Watch Maker Jan 6 at 2.30 Bankruptcy bldgs, Carey st

HORROCKS, JOHN, Sale, Cheshire Jan 3 at 3.30 Off Rec, Byrom st, Manchester

JONES, FREDERICK, Eccleshill, Bradford, Builder Dec 31 at 11 Off Rec, 31, Manor row, Bradford

JONES, G N, Bucklesbury, Secretary of Companies Jan 8 at 2.30 Bankruptcy bldgs Carey st

KAY, JOHN, Accrington, Slater Dec 31 at 10.45 Off Rec, 14, Chapel st, Preston

KENNELL, THOMAS MOY, Birmingham, Restaurant Proprietor Jan 3 at 11 174, Corporation st, Birmingham

KING, CHARLES, Cleobury Mortimer, Salop, Auctioneer Jan 2 at 2.30 Spencer Thursfield, Solicitor, 12, Oxford st, Kidderminster

LAW, HUGH, Liverpool, Provision Dealer Jan 6 at 2 Off Rec, 35, Victoria st, Liverpool

LAWSON, SAMUEL, Nelson, Lancs, Tea Merchant Dec 31 at 11.15 Off Rec, 14, Chapel st, Preston

LIMBURG, A, & SONS, White's row, Spitalfields, Boot Manufacturers Jan 7 at 2.30 Bankruptcy bldgs, Carey st

MCGEORGE, GEORGE, jun, Canning Town, Essex, Corn Dealer Jan 8 at 12 Bankruptcy bldgs, Carey st

MARRS, WILLIAM JOHN, Herne Hill, Surrey, Shop Fitter Jan 9 at 12 Bankruptcy bldgs, Carey st

MERRYWEATHER, FRANK ARTHUR, Aldermanbury, Hosiery Warehouseman Jan 6 at 11 Bankruptcy bldgs, Carey st

MILTON, EDWIN ARTHUR, Birmingham, Saddler Jan 2 at 12 174, Corporation st, Birmingham

MUNTON, JOHN, Leicester, Greengrocer Jan 1 at 3 Off Rec, 1, Berridge st, Leicester

MURRAY, JAMES, Blackburn Dec 31 at 11.30 Off Rec, 14 Chapel st, Preston

NAYLOR, SAM, Halifax, Grocer Dec 31 at 2 Off Rec, Townhall chmbrs, Halifax

NEWTON-MASON, ARTHUR CLAUDE HOWARD, West Bromwich, Chemist Jan 2 at 11 174, Corporation st, Birmingham
OYSTON, JOHN RULE, Starbeck, Leeds, Labourer Jan 6 at 12.15 Off Rec. 28, Stonegate, York
PALMER, THOMAS, Kinver, Staffs, Haulier Jan 2 at 12 Off Rec, Wolverhampton st, Dudley
PEACE, GEORGE WILLIAM, Harbury, Warwick Dec 31 at 11 Off Rec, 17, Hertford st, Coventry
PERCIVAL, CHARLES ALBERT, Swinton, Lancs, Iron Worker Jan 3 at 3 Off Rec, Byrom st, Manchester
PERKS, JOSEPH, West Bromwich, Staffs, Painter Jan 1 at 12 174, Corporation st, Birmingham
PHILP, WILLIAM THOMAS, Bootle, Foreman Joiner Jan 6 at 12 Off Rec, 35, Victoria st, Liverpool
PIGOTT, SKIPWITH LOCKWOOD PEMBERTON, Llandudno, Bank Accountant Dec 31 at 2 Station Hotel, Llandudno Junction
PUGH, RICHARD CHARLES, Cranbury pl, Southampton, Hairdresser Jan 3 at 3 Off Rec, 172, High st, Southampton
PUTMAN, WILLIAM, West Drayton, Coal Merchant Jan 6 at 3 95, Temple chmbrs, Temple av
ROWLANDS, JAMES EDMUND, Witton, Greengrocer Jan 1 at 11 174, Corporation st, Birmingham
SWANN, HENRY, Syston, Leicester, Painter Jan 1 at 12.30 Off Rec, 1, Berridge st, Leicester
THOMPSON, RICHARD, Clayton le Moors, Blacksmith Dec 31 at 11 Off Rec, 14, Chapel st, Preston
TWIST, WILLIAM, Radcliffe Bridge, Lancs, Coal Merchant Jan 6 at 11 Off Rec, 19, Exchange st, Bolton
TYERS, THOMAS CHARLES, Leicester, Builder Dec 31 at 3 Off Rec, 1, Berridge st, Leicester
WALKER, CHARLES, Belgrave, Leicester, Greengrocer Jan 2 at 12.30 Off Rec, 1, Berridge st, Leicester
WALKER, THOMAS EDWARD, Barnard Castle, Durham, Hairdresser Jan 8 at 3 Off Rec, 8, Albert rd, Middlesbrough
WILD, HAMLET, Blackpool Dec 31 at 10.30 Off Rec, 14, Chapel st, Preston
WILSHIN, W D, Balham, Butcher Jan 3 at 11.30 24, Railway app, London Bridge

ADJUDICATIONS.

ADAMS, FRANCIS CHIDGEY, Tonypandy, Glam, Outfitter Pontypridd Pet Dec 20 Ord Dec 20
ASHBY, ARTHUR WILLIAM, Pontypridd, Newsagent Pontypridd Pet Dec 19 Ord Dec 19
BELLE, ROBERT, Wellingborough, Commission Agent Northampton Pet Dec 21 Ord Dec 21
BERRY, FREDERICK HERBERT, Long Acre, Licensed Victualler High Court Pet Dec 3 Ord Dec 20
BRADLEY, ARTHUR HAROLD, Southport, Coal Merchant Manchester Pet Dec 4 Ord Dec 21
BUCKLEY, JAMES ROBERT, Salford, Lancs, Wine Dealer Salford Pet Dec 17 Ord Dec 20
BURGOYNE, ANNIE, Gosport, Hants, Grocer Portsmouth Pet Dec 20 Ord Dec 20
COOK, WILLIAM, and FREDERICK WILLIAM HAZELL, Manningtree, Essex, Mineral Water Manufacturers Colchester Pet Nov 30 Ord Dec 19
COOPER, FREDERICK, Manchester, Grocer Manchester Pet Dec 20 Ord Dec 20
DANKS, JAMES, Leatherhead, Surrey, Printer High Court Pet Nov 8 Ord Dec 18
DAVIES, ARTHUR, Keynsham, Somerset, Licensed Victualler's Manager Bristol Pet Oct 10 Ord Dec 19
FLAGG, ARTHUR HENRY, Abbey Wood, Kent, Turner Greenwich Pet Dec 21 Ord Dec 21
FORD, SAMUEL, Sandbach, Chester, Cabinet Maker Macclesfield Pet Dec 20 Ord Dec 20
FOSTER, JOHN ALFRED, Hove, Sussex Brighton Pet Dec 20 Ord Dec 20
GARRARD, HERBERT ALEXANDER, Clapton, Hackney, Manufacturer of Photo Frames High Court Pet Dec 21 Ord Dec 21
GARRETT, THOMAS PHILIP, Newport, Chemist Newport, Mon Pet Dec 19 Ord Dec 20
GIBBS, REGINALD AUBREY, Wednesbury, Baker Walsall Pet Nov 22 Ord Dec 16
GLEDHILL, JAMES LAWRENCE, Kirkgate, Bradford, Debt Collector Bradford Pet Dec 16 Ord Dec 21
GOODWIN, FREDERICK, Lutterworth, Leicester, Market Gardener Leicester Pet Dec 21 Ord Dec 21
GREEN, EDWARD JOHN, Rhayader, Radnor, Innkeeper Newtown Pet Nov 21 Ord Dec 21
HARRY, WILLIAM JOHN, Wick, Glam Cardiff Pet Dec 18 Ord Dec 18
HICKMOTT, HENRY, Putney, Tailor Wandsworth Pet Dec 11 Ord Dec 19
HIRSH, ISAAC LEON, Cheetham, Manchester Manchester Pet Nov 26 Ord Dec 21
HOPE, JAMES, Clayton le Moors, General Draper Blackburn Pet Dec 21 Ord Dec 21
HUMPHREY, HENRY FRANCIS, Kingston upon Hull, Grocer Kingston upon Hull Pet Dec 20 Ord Dec 20
HYDE, FREDERICK JOHN, Birmingham, Fruiterer Birmingham Pet Nov 22 Ord Dec 20
HYNDMAN, FREDERICK ARTHUR, Pump ct, Temple, Barrister at Law Bridgwater Pet Nov 26 Ord Dec 19
KENTISH, LEMUEL, Newport Pagnell, Bucks, Draper Northampton Pet Oct 25 Ord Dec 20
KNAPP, EDWARD MOLINEUX, Croydon, Medical Practitioner Hereford Pet Dec 19 Ord Dec 19
LEWIS, AGNES MATILDA, Cheltenham, Licensed Victualler Cheltenham Pet Dec 16 Ord Dec 18
MAKERS, WILLIAM JOHN, Herne Hill, Surrey, Office Fitter High Court Pet Dec 14 Ord Dec 19
MILLER, WILLIAM, Kidderminster, Carpet Designer Kidderminster Pet Dec 20 Ord Dec 20
MURGOVIN, JOHN, Bradford Bradford Pet Dec 21 Ord Dec 21
NEAT, JOHN, Cardiff, Builder Cardiff Pet Dec 18 Ord Dec 18
NEWBIGIN, EDWARD JOSEPH, Newcastle on Tyne Tailor Newcastle on Tyne Pet Dec 14 Ord Dec 16
OYSTON, JOHN RULE, Starbeck, Leeds, Labourer York Pet Dec 19 Ord Dec 19
PACKER, SIDNEY GEORGE, Staple Hill, Glos, Grocer Bristol Pet Dec 20 Ord Dec 20
PARRY, JOSEPH BERNARD, and FRANK PARRY, Hulme, Manchester, Furniture Manufacturers Manchester Pet Dec 19 Ord Dec 21
PARSONAGE, SEPTIMUS Longland pl, Finchley rd, Company Promoter High Court Pet Oct 21 Ord Dec 20
PEACE, JOSEPH, Bolton, Greengrocer Bolton Pet Dec 21 Ord Dec 21
PEEL, HERBERT, Wood Green, Horticultural Builder Edmonton Pet Nov 26 Ord Dec 19
POST, ALFRED MCLAREN, Lesdenhall st, High Court Pet Nov 1 Ord Dec 18
SIBLEY, HENRY, Hammersmith, High Court Pet Oct 2 Ord Dec 19
SMITH, WILLIAM, Gorton, nr Manchester, Boot Repairer Manchester Pet Dec 19 Ord Dec 19
STOKES, JABEZ, Hilgay, Norfolk, Farmer King's Lynn Pet Dec 20 Ord Dec 20
TOLLEY, JOHN, Birmingham, Plumber Birmingham Pet Dec 16 Ord Dec 16
TWIST, WILLIAM, Radcliffe Bridge, Lancs, Coal Merchant Bolton Pet Dec 7 Ord Dec 19
WEBB, WILLIAM CHICK, Chester, Cycle Maker Chester Pet Dec 19 Ord Dec 19

London Gazette.—FRIDAY, Dec. 27.

RECEIVING ORDERS.

BARNES, JOHN HENRY, Bradford, Butcher Bradford Pet Dec 23 Ord Dec 23
CHAPMAN, ALFRED, Northampton, Licensed Victualler Northampton Pet Dec 23 Ord Dec 23
COOKE, WILLIAM, Newfoundpool, Leicester, Shopkeeper Leicester Pet Dec 23 Ord Dec 23
DAVIES, HENRY, Liverpool, Piano Dealer Liverpool Pet Dec 11 Ord Dec 23
EVANS, EVAN, and JOHN ROBERT GRIFFITHS, Llandudno Junction, Builders Bangor Pet Dec 23 Ord Dec 23
FARRAR, WILLIAM, Leeds, Worsted Brewer Leeds Pet Dec 21 Ord Dec 21
FOSTER, DAVID, Kingston upon Hull, Engineer Kingston upon Hull Pet Dec 23 Ord Dec 23
GRIFFITHS, PHILIP, Swansea, Licensed Victualler Swansea Pet Dec 23 Ord Dec 23
HINSBEY & Co, Norwich, Cycle Merchants Norwich Pet Dec 12 Ord Dec 23
MURRAY, ROBERT HENDERSON, Dalston, Cumberland, Farmer Carlisle Pet Dec 23 Ord Dec 23
PEDLINGHAM, WILLIAM, Roath, Glam, Fruiterer Cardiff Pet Dec 23 Ord Dec 23
THOMSON, MALCOLM EDWARD, Northampton, Surgeon Northampton Pet Dec 23 Ord Dec 23
UGLOW, WILLIAM J, Bow, Draper High Court Pet Dec 5 Ord Dec 23
WARD, WILLIAM, Wombwell, nr Barnsley, Builder Barnsley Pet Dec 23 Ord Dec 23
WALTON, WILLIAM, North Shields, Draper Newcastle Pet Dec 11 Ord Dec 23

FIRST MEETINGS.

ASHBY, ARTHUR WILLIAM, Pontypridd, Newsagent Jan 3 at 3 135, High st, Merthyr Tydfil
BROCKELSBY, WILLIAM, Boston, Lincs, Hosier Jan 3 at 12 45 Off Rec 4 and 6, West st, Boston
BURGOYNE, ANNIE, Gosport, Hants, Grocer Jan 3 at 12 Off Rec, Cambridge junc, High st, Portsmouth
CLARK, CHARLES HENRY LUTON, Straw Hat Manufacturer Jan 9 at 3 Chamber of Commerce, 53, George st, Luton
COLE, JOHN WILLIAM, jun, Hundleby, Lincs, Nurseryman Jan 3 at 12 15 Off Rec, 4 and 6, West st, Boston
ELSON, JAMES, Middlesbrough, Furniture Dealer Jan 10 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
FARRAR, WILLIAM, Leeds, Working Brewer Jan 3 at 11 Off Rec, 21, Park row, Leeds
FLEMING, A, Peckham, Draper Jan 9 at 11 Bankruptcy bldgs, Carey st

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EYRE & SPOTTISWOODE, Great New Street, E.C.

GORDON, ROBERT CHARLES, Stockton on Tees, Commercial Traveller Jan 8 at 3 Off Rec, 8, Albert rd, Middlesbrough

HOARE, WILLIAM HENRY, Swansea, Mason Jan 3 at 12 Off Rec, 31, Alexandra rd, Swansea

HUMPHREY, HENRY FRANCIS, Kingston upon Hull, Grocer Jan 3 at 11.30 Off Rec, Trinity house ln, Hull

JEFFERY, JAMES FRANK, Ramsgate, Fruiterer Jan 4 at 11 Off Rec, 68, Castle st, Canterbury

PAYNE, WALTER SAMUEL, and HENRY BATES, Foleshill, Coventry, Engineers Jan 7 at 12 Off Rec, 17, Hertford st, Coventry

PEASEGOOD, WILLIAM, Crouch End Jan 8 at 12 Bankruptcy bldgs, Carey st

REED, N E, Laurence Pountney ln Jan 10 at 11 Bankruptcy bldgs, Carey st

ROBINSON, HAROLD EDWARD, Normanton, Derby, Butcher Jan 3 at 3 Off Rec, 47, Full st, Derby

SMITH, ALFRED HENRY, Jewin st, Cripplegate, Manufacturers' Agent Jan 9 at 11 Bankruptcy bldgs, Carey st

SMITH, WILLIAM, Gorton, nr Manchester, Clogger Jan 8 at 2.30 Off Rec, Byrom st, Manchester

STANDEVEN, HARRY WADE, Macclesfield, Brush Manufacturer Jan 3 at 11 Off Rec, 23, King Edward st, Macclesfield

STOKVIS AMELIA, Brixton Jan 7 at 11 Bankruptcy bldgs, Carey st

TOWNSEND, GEORGE, Hampden st, Harrow rd, Carman Jan 9 at 1 Bankruptcy bldgs, Carey st

YOUNG, ALFRED WILLIAM, Stevenage, Hertford, Nurseryman Jan 9 at 2.30 Chamber of Commerce, 53, George st, Luton

ADJUDICATIONS.

BARNES, JOHN HENRY, Bradford, Butcher Bradford Pet Dec 23 Ord Dec 23

BUTTERSS, ROBERT, Bilston, Staffs, Grocer Wolverhampton Pet Dec 21 Ord Dec 23

CHAPMAN, ALFRED, Northampton, Licensed Victualler Northampton Pet Dec 23 Ord Dec 23

CLARK, CHARLES HENRY, Luton, Straw Haw Manufacturer Luton Pet Dec 17 Ord Dec 23

COOKE, WILLIAM, Newfoundpool, Leicester, Shopkeeper Leicester Pet Dec 23 Ord Dec 23

DUNN, THOMAS, sen, THOMAS DUNN, jun, JOSEPH DUNN, and JAMES DUNN, Caistron, nr Rothbury, Northumberland, Farmers Newcastle Pet Dec 17 Ord Dec 23

EVANS, EVAN, and JOHN ROBERT GRIFFITHS, Llandudno Junction, Builders Bangor Pet Dec 23 Ord Dec 23

FARRAR, WILLIAM, Leeds, Working Brewer Leeds Pet Dec 21 Ord Dec 21

FOSTER, DAVID, Kingston on Hull, Engineer Kingston on Hull Pet Dec 23 Ord Dec 23

GRIFFITHS, PHILIP, Swansea, Licensed Victualler Swansea Pet Dec 23 Ord Dec 23

HOPE, JOHN, Morecambe, Draper Preston Pet Nov 21 Ord Dec 23

JONES, GEORGE NEWSAM, Bucklersbury, Secretary of Companies High Court Pet Oct 18 Ord Dec 23

LOW, MALCOLM, Leadenhall st, Merchant High Court Pet Oct 25 Ord Dec 23

MAXWELL, JOHN, Forest Gate, Essex, Draper High Court Pet Nov 23 Ord Dec 23

MURRAY, ROBERT HENDERSON, Dalston, Cumberland, Farmer Carlisle Pet Dec 23 Ord Dec 23

SANDERSON, FREDERICK WILLIAM, Bethnal Green, Flock Manufacturer High Court Pet Dec 18 Ord Dec 23

WARD, WILLIAM, Wombwell, nr Barnsley, Builder Barnsley Pet Dec 23 Ord Dec 23

WINGROVE, RICHARD PAUL, St Helen's pl, Financial Agent High Court Pet Oct 26 Ord Dec 23

London Gazette.—TUESDAY, Dec. 31.

RECEIVING ORDERS.

BAGNALL, HAROLD WILLIAM, Halifax, Architect's Assistant Halifax Pet Dec 23 Ord Dec 23

BEAUMONT, CHARLES, Oldham, Joiner Oldham Pet Dec 24 Ord Dec 24

BUSH, ROBERT JOHN, Fleet st, Publisher High Court Pet Dec 28 Ord Dec 28

CLEMENTS, GEORGE ALBERT, Teddington, Builder Kingston, Surrey Pet Dec 6 Ord Dec 28

DUDDRIDGE, WILLIAM, North Petherton, Somerset, Market Gardener Bridgwater Pet Dec 24 Ord Dec 24

KIMBER, ARTHUR ODELL, Forest Gate, Essex, Corn Merchant High Court Pet Dec 27 Ord Dec 27

KNIGHT, GEORGE RADFORD, Pesarwy, Carnarvon, Painter Bangor Pet Dec 10 Ord Dec 24

STEDMAN, EDWIN JOHN, Bures Hamlet, Essex, Baker Colchester Pet Dec 23 Ord Dec 28

WOOLF, M, & Co, Old Kent rd, Tailors High Court Pet Dec 20 Ord Dec 28

FIRST MEETINGS.

AYLES, ERNEST EDWARD, Weymouth, Coal Merchant Jan 7 at 12 30 Off Rec, Endless st, Salisbury

BAINES, JAMES GOODSON, Lyston, Leicester, Gardener Jan 7 at 12.30 Off Rec, 1, Berridge st, Leicester

BARNES, JOHN HENRY, Bradford, Butcher Jan 7 at 12 Off Rec, 31, Manor row, Bradford

BRADLEY, ALFRED, Ecclesfield, Bradford Jan 7 at 11 Off Rec, 31, Manor row, Bradford

CLARKE, ALFRED HARRY, Southend on Sea, Grocer Jan 9 at 3 95, Temple chmbrs, Temple av

CRICKITT, HENRY HALKETT, Merstham, Surgeon Jan 8 at 11.30 24, Railway app, London Bridge

CRIPPS, JOHN VOLNEY, Upper Tooting, Commission Agent Jan 8 at 12 24, Railway app, London Bridge

CROWTHER, JAMES, Burnley, Herb Beer Manufacturer Jan 10 at 10.30 Off Rec, 14, Chapel st, Preston

DAVIES, JOHN, Rhondda, Glam, Beer Dealer Jan 7 at 12 135, High st, Merthyr Tydfil

DOUGILL, JAMES, Horwich, Builder Jan 10 at 3 Off Rec, 19, Exchange st, Bolton

DOVE, HENRY CHARLES, Southampton, Builder Jan 8 at 3 Off Rec, 172, High st, Southampton

FOSTER, JOHN ALFRED, Hove Jan 8 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton

GOODWIN, FREDERICK, Lutterworth, Leicester, Market Gardener Jan 7 at 3 Off Rec, 1, Berridge st, Leicester

HOPE, JOHN, Morecambe, Draper Jan 7 at 10.30 Off Rec, 14, Chapel st, Preston

HUMPHREYS, JOHN GOODMAN, Benumaris, Anglesey, Omnibus Proprietor Jan 8 at 12.30 Ship Hotel, Bangor

LEWIS, FREDERICK, Slough, House Furnisher Jan 10 at 3 95, Temple chmbrs, Temple av

MITTON, FREDERICK, Colne, Lancs, Auctioneer Jan 10 at 11 Off Rec, 14, Chapel st, Preston

MUNGOVIN, JOHN, Bradford Jan 7 at 11.30 Off Rec, 31, Manor row, Bradford

PEACE, JOSEPH, Bolton, Greengrocer Jan 15 at 2.30 Off Rec, 19, Exchange st, Bolton

PORTER, WILLIAM, Oswaldtwistle, Grinder Jan 8 at 12 County Court house, Blackburn

SCHOFIELD, CHARLES LEACH, Oldham, Builder Jan 14 at 11 Off Rec, Bank chmbrs, Queen st, Oldham

THOMAS, DAVID, Heath, Grocer Jan 8 at 12 Off Rec, 31, Alexandra rd, Swansea

WALTON, WILLIAM, North Shields, Draper Jan 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

WARD, WILLIAM, Wombwell, nr Barnsley, Builder Jan 8 at 10.30 Off Rec, Regent st, Barnsley

WEBB, WILLIAM CHICK, Chester, Cycle Maker Jan 7 at 10 30 Crypt chmbrs, Eastgate row, Chester

WILLIAMS, JOHN, Aberdare, Collier Jan 8 at 2 135, High st, Merthyr Tydfil

ADJUDICATIONS.

BAGNALL, HAROLD WILLIAM, Halifax, Architect's Assistant Halifax Pet Dec 23 Ord Dec 23

BALLANTINE, WALTER, Margaret st, Cavendish sq High Court Pet June 15 Ord Dec 24

BARTLETT, T C, Cardiff, Builder Cardiff Pet Dec 6 Ord Dec 20

BEAUMONT, CHARLES, Oldham, Joiner Oldham Pet Dec 24 Ord Dec 24

BUSH, ROBERT JOHN, Fleet st, Publisher High Court Pet Dec 28 Ord Dec 28

DUDDRIDGE, WILLIAM North Petherton, Somerset, Farmer Bridgwater Pet Dec 24 Ord Dec 24

GOLDING, SELMON, Liverpool, Ladies' Tailor High Court Pet Nov 8 Ord Dec 24

HAWTHORN, WALTER, ELWIN HAWTHORN, ELWIN HAWTHORN, jun, and MAURICE BARCLAY, Gt Tower st, Ship Brokers High Court Pet Nov 14 Ord Dec 27

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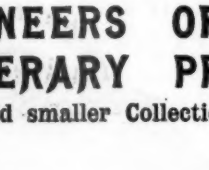

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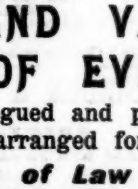

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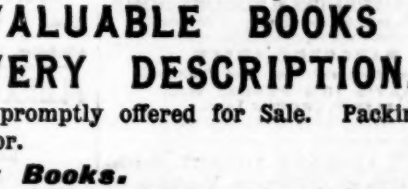

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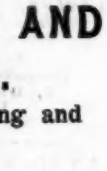
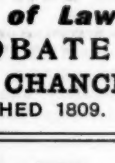


KENNEL RAILING.



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PEDLINGHAM, WILLIAM, Roath, Glam, Fruiterer Cardiff Pet Dec 23 Ord Dec 23

REED, N E, Laurence Pountney la High Court Pet March 8 Ord Dec 27

SCHOFIELD, CHARLES LEACH, Oldham, Builder Oldham Ord Dec 23

SIMUNDT, VICTOR EDMUND, Guildhall chmbrs, Basinghall st High Court Pet Sept 25 Ord Dec 27

STEDMAN, EDWIN JOHN, Bures Ham'let, ESSEX, Baker Colchester Pet Dec 23 Ord Dec 23

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